



# Request for Proposal 07-X-38058

## For: Stone, Sand and Gravel, Pick Up and Delivery

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	07/11/2006	5:00 PM
<b>Mandatory Pre-bid Conference</b>	NOT APPLICABLE	
<b>Mandatory Site Visit</b>	NOT APPLICABLE	
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	07/18/2006	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside	Status	Category
	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> I
	<input type="checkbox"/> Entire Contract	<input type="checkbox"/> II
	<input type="checkbox"/> Partial Contract	<input type="checkbox"/> III
	<input type="checkbox"/> Subcontracting Only	

RFP Issued By

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Trenton, New Jersey 08625-0230

Using Agency/Agencies

State of New Jersey  
Cooperative Purchasing Members

Date: 06/14/2006

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the New Jersey Department of Transportation (DOT). The purpose of this RFP is to solicit bid proposals for stone, sand and gravel, picked up or delivered, according to DOT requirements, in all twenty-one (21) counties of the State.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. The State reserves the right to separately procure individual requirements that are the subject of the contracts during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 05 09 06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contracts awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

Although the State, with the assent of the vendors, is making the use of any contracts resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

### **1.2 BACKGROUND**

This is a reprocurement of the **Stone, Sand and Gravel, Pick up and Delivery** term contract, presently due to expire on **July 31, 2006**. Bidders who are interested in the current contract specifications and pricing information may review the current contract **T-0142** at: <http://www.state.nj.us/treasury/purchase/contracts.htm>.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to: <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

### 1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

**BID RECEIVING ROOM - 9TH FLOOR  
PURCHASE BUREAU  
DIVISION OF PURCHASE AND PROPERTY  
DEPARTMENT OF THE TREASURY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NJ 08625-0230**

Directions to the Purchase Bureau can be found at the following web address:  
<http://www.state.nj.us/treasury/purchase/directions.shtml>

**Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.**

### 1.4 ADDITIONAL INFORMATION

#### 1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

**ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:**

**<HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML>**

**There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.**

**It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.**

#### 1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are

opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

#### 1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

#### 1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

#### 1.4.5 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

#### 1.4.6 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

The following definitions will be part of any contract awarded or order placed as a result of this RFP.

**Addendum** - Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

**Bidder** – A vendor submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.

**May** - Denotes that which is permissible, but not mandatory.

**Request for Proposal (RFP)** - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the Using Agencies, as identified herein.

**Shall or Must** - Denotes that which is a mandatory requirement.

**Should** - Denotes that which is recommended, but not mandatory.

**State** - State of New Jersey

**Using Agencies** - The entities for which the Division has issued this RFP.

### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

#### **3.1 GENERAL INFORMATION**

##### **3.1.1 GENERAL**

Wherever in the specifications or other contract documents the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning, unless a different intent or meaning is clearly indicated, shall be interpreted as set forth in the following subsections.

When a publication is specified, it shall refer to the most recent date of issue prior to the date for the receipt of bids for the project unless the issue as of a specific date or year is provided for.

##### **3.1.2 ABBREVIATION**

Wherever the following abbreviations are used, they are to be construed the same as the respective expressions represented.

<b>AASHTO</b>	American Association Of State Highway And Transportation Officials
<b>ANSI</b>	American National Standards Institute
<b>ASTM</b>	American Society For Testing And Materials
<b>CIAP</b>	Construction Industry Advancement Program of New Jersey
<b>FHWA</b>	Federal Highway Administration
<b>FSS</b>	Federal Specifications And Standards, General Services Administration
<b>NEMA</b>	National Electrical Manufacturers Association
<b>NJAC</b>	New Jersey Administrative Code
<b>NJDOT</b>	New Jersey Department Of Transportation
<b>NJSA</b>	New Jersey Statutes Annotated
<b>OSHA</b>	Occupational Safety And Health Administration Underwriters' Laboratories
<b>UL</b>	Underwriters' Laboratories

##### **3.1.3 TERMS**

When the following terms are used in the contract documents, the intent and meaning shall be as follows:

###### **DAYS:**

Unless otherwise designated, days as used in the contract documents mean calendar days.

###### **DEPARTMENT:**

The term "Department" means the Department of Transportation of the State of New Jersey, as created by law.



**DEPARTMENT LABORATORY:**

The term "Department Laboratory" means the main testing laboratory of the Department located at 930 Lower Ferry Road, Trenton, New Jersey 08625 or such other laboratory as the Department may designate.

**ENGINEER:**

The term "engineer" means the state transportation engineer, as created by law, acting directly or through his duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.

**IMPORTANT NOTE:** In order to avoid repetition, whenever the following words are used, it shall be understood as if they were followed by the words "to the engineer" or "by the engineer":

"acceptable, accepted, added, allowed, applied, approved, assumed, authorized, awarded, calculated, charged, checked, classified, computed, condemned, conducted, considered, considered necessary, contemplated, converted, deducted, deemed, deemed necessary, deleted, designated, determined, directed, disapproved, divided, documented, established, evaluated, examined, excluded, furnished, given, granted, included, incorporated, increased, indicated, inspected, insufficient, issued, made, marked, measured, modified, monitored, notified, observed, obtained, opened, ordered, paid, paid for, performed, permitted, provided, received, recorded, reduced, re-evaluated, rejected, removed, required, reserved, retested, returned, sampled, satisfactory, scheduled, specified, stopped, submitted, sufficient, suitable, supplied, suspended, taken, tested, unacceptable, unsatisfactory, unsuitable or used".

**INSPECTOR:**

The engineer's authorized representative assigned to inspect contract performance, methods and materials related to the work both on and off the site of the project.

**MATERIALS QUESTIONNAIRE:**

The specified forms on which the contractor shall notify the engineer of the sources of materials it expects to use.

**PROJECT:**

The specific sections of highway or other public improvement together with all appurtenances and construction to be performed thereon under a contract resulting from this RFP. The necessary work of providing the various materials and services in combination or individually and performing the work in order to obtain the product required under the terms of a contract resulting from this RFP. The project may include work by others under other contracts.

**SPECIFICATIONS:**

The term "specifications" means the directions, provisions and requirements giving interpretations of the work to be performed under a contract resulting from this RFP.

**STATE BUSINESS DAY:**

A calendar day, exclusive of Saturdays, Sundays, State recognized legal holidays, and such other holidays or State office closings as declared by the governor.

**WORKING DAY:**

Any calendar day, exclusive of Saturdays, Sundays and state holidays.

**3.1.4 CONTROL OF WORK****AUTHORITY OF THE ENGINEER**

The engineer will decide all questions which may arise as to the quality and acceptability of materials furnished.

**CONFORMITY WITH CONTRACT DOCUMENTS**

All materials furnished shall be in conformity with the material requirements, including tolerances, if any, shown in the contract documents.

In the event the engineer finds the materials or the finished product in which the materials are used, or the work performed are not in conformity with the specifications, and have resulted in any inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected at the contractor's expense.

**DUTIES OF THE INSPECTOR**

Inspectors employed by the Department will be authorized by the engineer to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, or manufacture of the materials to be used.

**INSPECTION OF WORK**

All materials and each part or detail of the work shall be subject to inspection by the engineer. The engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection. When the engineer is in or about a contractor's premises in the course of his employment, he is deemed conclusively to be an invitee of the contractor. If the contractor is not the owner of the place where preparation or manufacture is in progress, the owner thereof shall be deemed to be the agent of the contractor with respect to the obligation assumed hereunder. The contractor or his agent shall be responsible for the payment of claims for injuries to the engineer due to negligence on the part of the said contractor or his agent.

The engineer may order any materials obtained without his supervision or inspection to be removed and replaced at the contractor's expense. In addition, should the materials obtained prove unacceptable, the removal and replacement of such materials will be at the contractor's expense.

The contractor is responsible for carrying out the provisions of the contract at all times and for control of the quality of the materials regardless of whether an authorized inspector is present or not. This obligation to provide the required materials in accordance with the contract documents is not relieved by the observations of the engineer in the administration of the contract, nor by inspections, tests, or approvals by others. Materials not meeting the contract requirements shall be made good and unsuitable materials may be rejected, notwithstanding that such materials had been previously inspected and approved by the Department or that payment may have been made for a corresponding invoice.

## **LOAD RESTRICTIONS**

The department will monitor the contractor's observance of legal load limits in accordance with the following:

For trucks with weigh tickets, a certified weigh ticket shall be furnished with each load.

If the required certified weigh ticket accompanying a delivery indicates the truck's gross weight exceeds its GVWR displayed, the Department representative may refuse receipt of the entire truckload. No compensation will be paid to the contractor for any material delivered, but not received, on any truck exceeding its GVWR.

## **AUTOMATICALLY CONTROLLED EQUIPMENT**

Whenever the equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods only for the remainder of the working day on which the breakdown or malfunction occurs, provided this method of operation produces results which otherwise meet the specifications.

### **3.1.5 CONTROL OF MATERIALS**

#### **SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

All materials to be furnished by the contractor shall, unless otherwise specifically prescribed in the RFP, conform to the requirements of the RFP and shall be from approved sources. Only materials which have been approved by the engineer shall be used. All materials shall comply with current N.J.D.O.T. specifications. The State reserves the right to inspect all materials before and after delivery.

Promptly after the execution of the contract, the engineer shall be notified on materials questionnaire forms furnished by the Department, of the sources of materials expected to be used during the six (6) month period thereafter. Such notice shall be received by the engineer no later than ten (10) days prior to the shipment of materials from a previously approved source and no later than thirty (30) days prior to the shipment of materials from a source not previously approved, except that, with the engineer's consent, shipments of materials from approved stocks may be permitted to be made three (3) days after notice to the engineer.

Within twelve (12) hours after receiving a shipment of materials, the engineer shall be notified of the quantity and location thereof.

In any item, the sources, brands or types of materials shall not be changed without the consent of the engineer. Request for such changes shall be filed with the engineer the number of days in advance of such changes as required above.

The foregoing provisions shall apply with regard to requests by subcontractors for the sources of the materials they propose to use, such requests to be submitted through the contractor.

The notice provisions of this subsection shall not be so construed as to relieve the contractor of its obligation to ensure that all materials required shall be available at the time and place requested by the Using Agency. If any doubt exists as to the timely availability of a material, the

engineer shall be informed immediately, in writing, of the potential problem and of the action to be taken to guaranty the availability of such materials.

Stockpiles of materials whose availability is or may be problematic shall be established at an early date.

## **MATERIALS, INSPECTIONS, TESTS AND SAMPLES**

After notification of bid award and prior to shipment of the material, the contractor shall contact the chief, Bureau of Materials, 930 Lower Ferry Road, Trenton, New Jersey 08625, at 609-530-2317, to arrange for inspection and testing of the material. Only material which clearly exhibits the appropriate stamp or has obtained the necessary approvals of the department for approved material will be accepted upon delivery except that material which will be sampled after delivery will be accepted conditionally pending satisfactory results of the required tests.

All materials being used are subject to inspection, testing or rejection at any time. A representative of the department will take samples. Results of tests, made with the department laboratory's apparatus and conforming to the requirements specified in the prescribed methods of tests, are official.

Copies of test results will be furnished upon request.

Testing will be performed in accordance with AASHTO or ASTM methods of tests or in accordance with specified departmental test methods as described in section 3.3.

All materials will be tested at the expense of the State except as otherwise provided.

The required number of samples and rate of sampling or certifications of compliance for the various materials are as specified in the respective methods of test or in the subsections applicable to that particular material or price line.

The State reserves the right to reject any material not complying with the requirements set forth in this specification. If the material fails to comply with the requirements, it shall be removed and replaced by the contractor, at no cost to the State, with material complying with the requirements set forth herein. **All transport costs for the return of rejected materials and for the shipment and delivery of acceptable replacement materials are to be borne by the contractor.**

## **PLANT INSPECTION**

The engineer may undertake the inspection of materials at the source. Manufacturing plants may be inspected periodically for compliance with specified manufacturing methods. Material samples may be obtained for laboratory testing for compliance with materials quality requirements. This may be the basis for acceptance of manufactured lots as to quality.

In the event plant inspection is undertaken the following conditions shall be met:

1. The engineer will have the cooperation and assistance of the contractor and the producer with which it has contracted for materials.
2. The engineer will have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.

3. If required by the engineer, the contractor shall arrange for approved office space for the use of the inspector; such space to be located conveniently in or near the plant.
4. Adequate safety measures shall be provided and maintained. It is understood that the department reserves the right to retest all materials which have been tested and accepted at the source of supply after the same have been delivered and to reject all materials which, when retested, do not meet the requirements of the contract documents.

### **3.1.6 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

#### **SANITARY, HEALTH, AND SAFETY PROVISIONS**

The contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees and for State field offices and materials field laboratory personnel as may be necessary to comply with the requirements of the State and local health departments, or of other bodies or tribunals having jurisdiction.

The contractor shall observe all rules and regulations of the Federal, State, and Local Health Officials. Attention is directed to Federal, State and Local Laws, Rules and Regulations concerning construction safety and health standards. The contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to the worker's health or safety.

The contractor shall admit, without delay and without the presentation of an inspection warrant, any inspector of the Occupational Safety and Health Administration (OSHA) or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The contractor shall make available to the contractors' employees, subcontractors, the engineer and the public all information pursuant to OSHA 29 CFR part 1926.59 of the hazard communication standard 29 CFR 1910.1200 and shall also maintain a file on each job site containing all material safety data sheets (MSDS) for products in use at the project. These material safety data sheets shall be made available to the engineer upon request.

#### **PUBLIC CONVENIENCE AND SAFETY**

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the State Department of Labor and Industry, shall be observed.

### **3.1.7 MEASUREMENT**

Measurements will be made in accordance with United States standard measure.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

All materials which are measured or proportioned by weight shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the engineer.

Platform truck scales shall be direct-reading, cabinet dial type or an electronic load cell with a visual indicating device capable of automatically printing both gross and tare weights and time and date on the delivery ticket. The time and date may be printed automatically by a time clock each time the truck passes over the scale. The scales shall be equipped with a motion detection device or a time delay relay, which prevents printing the weight on the delivery ticket until the scale is fully at rest. Tare beams must be removed or permanently locked in place.

The approaches to the scale at both ends shall have a level grade at the same elevation as the platform. The scale cabinet and dial and the mechanical weight recorder shall be housed in a suitable shelter, furnished with adequate heat and light.

The scale shall have a manufacturer's rating equal to or greater than the maximum gross load being weighed. The accuracy shall be within the tolerances permitted by the New Jersey Department of Law and Public Safety, Office of Weights and Measures, and shall conform to the requirements of the National Bureau of Standards Handbook 44. Scales shall be tested annually and certified by the Office of Weights and Measures, New Jersey Department of Law and Public Safety, or a municipal weights and measures agency.

Scales or slave systems shall be so located that they are plainly visible to the plant operator at all times.

The graduation of scales used in weighing amounts of broken stone less than 5,000 pounds shall not be greater than 5 pounds; for amounts from 5,000 to 10,000 pounds, not greater than 10 pounds; and for amounts in excess of 10,000 pounds, not greater than 0.1 percent of the capacity of the scales.

When directed, checks are to be made to verify the accuracy of the scales within the normal weighing range and to assure that the interlocking devices and automatic recording equipment are functioning properly. At least ten (10) 50-pound standard weights shall be provided for testing all scales. For each scale, a suitable cradle or platform shall be provided for applying the test load so that the load may be uniformly distributed. The test weights shall be kept clean and stored at the plant.

Scales overweighing (indicating more than true weight) will not be permitted to operate and all materials received subsequent to the last previous correct weighing accuracy test will be reduced by the percentage of error in excess of one-half of one percent.

In the event inspection reveals the scales have been under weighing, they shall be adjusted and no additional payment to the contractor will be allowed for materials previously weighed and recorded.

### **3.1.8 METHOD OF MEASUREMENT**

The various gradations of broken stone will be measured by the ton excluding wasted material. The tonnage will be determined by one of the following methods:

A weigh ticket printed by an automatic scale showing the tare and gross weights of the truck as determined for each trip and the time and date indicating when the truck was tared and when it

departed from the plant. Time and date may be printed automatically by a time clock. However, the net weight must be documented on each delivery ticket by a certified weighmaster.

Fully automatic scales that print gross, tare and net weights are acceptable if the system is of an approved type in accordance with the requirements of the Department and The Office of Weights and Measures, Division of Consumer Affairs, Department of Law and Public Safety. The signature and official seal of a certified weighmaster shall be affixed to each weigh ticket.

Automatic truck scale weighing devices must be approved and certified by the Office of Weights and Measures, Division of Consumer Affairs, Department of Law and Public Safety.

In the event of a breakdown of the automatic printing system, weigh tickets showing the gross, tare and net weight of each truck, as entered and certified by a weighmaster, will be accepted for a period not exceeding the necessary repair time as certified by a licensed repairman.

A weigh ticket shall be furnished to the Department's representative for each truckload. Material will not be accepted unless accompanied by a weigh ticket, which shall be legible and clearly indicate the receiving party or title of the project for which delivery is intended, the time and date, truck number, lot number and mix number of material being furnished, the individual batch weights and the total net weight in each truck load.

### 3.1.9 PRICE LINES FOR PICK-UP/DELIVERY OF MATERIALS

The various gradations of broken stone, sand and gravel items listed as **price lines 00001 through 00039 in the bid proposal require a F.O.B. pit price per ton**, for pick-up of material by the agency from the contractor's pit location. The contractor is responsible for digging and loading all materials that an agency picks up at the contractor's pit location at no additional cost.

**The price lines in the table below are for delivered material, by county and zone. Delivery zones are defined geographically in [Attachment 2](#). A bidder's proposal requires a price per ton including the costs of transportation for FOB delivery to all locations in each county/zone per the table listed below.**

#### **PRICE LINES FOR F.O.B. DELIVERY OF MATERIAL BY COUNTY & ZONE:**

<b>County</b>	<b>Price Lines for Broken Stone</b>	<b>Price Line for Sand &amp; Gravel</b>
Atlantic - Zone 1	00040-00065	00066-00078
Atlantic - Zone 2	00079-00105	00106-00117
Atlantic - Zone 3	00118-00144	00145-00155
Bergen - Zone 1	00156-00182	00183-00194
Burlington - Zone 1	00195-00220	00221-00232
Burlington - Zone 2	00233-00257	00258-00269
Burlington - Zone 3	00270-00295	00296-00307
Burlington - Zone 4	00308-00333	00334-00345
Camden - Zone 1	00346-00371	00372-00383
Camden - Zone 2	00384-00409	00410-00421
Cape May - Zone 1	00422-00446	00447-00459
Cape May - Zone 2	00460-00485	00486-00497
Cumberland - Zone 1	00498-00523	00524-00535

Cumberland - Zone 2	00536-00562	00563-00573
Essex - Zone 1	00574-00599	00600-00611
Gloucester - Zone 1	00612-00636	00637-00648
Gloucester - Zone 2	00649-00673	00674-00685
Hudson - Zone 1	00686-00711	00712-00723
Hunterdon - Zone 1	00724-00749	00750-00761
Hunterdon - Zone 2	00762-00787	00788-00799
Mercer - Zone 1	00800-00826	00827-00838
Mercer - Zone 2	00839-00864	00865-00876
Middlesex - Zone 1	00877-00902	00903-00914
Middlesex - Zone 2	00915-00940	00941-00952
Monmouth - Zone 1	00953-00978	00979-00990
Monmouth - Zone 2	00991-01017	01018-01028
Morris - Zone 1	01029-01053	01054-01066
Morris - Zone 2	01067-01092	01093-01106
Ocean - Zone 1	01107-01132	01133-01144
Ocean - Zone 2	01145-01170	01171-01182
Passaic - Zone 1	01182-01208	01209-01220
Passaic - Zone 2	01221-01246	01247-01258
Salem - Zone 1	01259-01284	01285-01296
Salem - Zone 2	01297-01322	01323-01334
Somerset - Zone 1	01335-01360	01361-01373
Somerset - Zone 2	01374-01399	01400-01411
Sussex - Zone 1	01412-01437	01438-01449
Sussex - Zone 2	01450-01475	01476-01487
Union - Zone 1	01488-01512	01513-01524
Warren - Zone 1	01525-01550	01551-01562
Warren - Zone 2	01563-01589	01590-01601

### 3.1.10 SHIPMENT AND DELIVERIES

The contractor will notify the Supervisor of Materials, at the New Jersey Department of Transportation offices located at 1035 Parkway Avenue, Trenton, New Jersey 08625 (telephone: 609-530-3713), a minimum of forty-eight (48) hours in advance of any shipment.

Deliveries must be scheduled between the hours of 8:00 a.m. and 3:00 p.m. on any state business day. No deliveries will be accepted after 3:00 p.m. unless extreme stock shortages exist which require immediate deliveries; then, other pre-arranged scheduled delivery times may be established.

In the event deliveries are not received within five (5) days after notification, the Director may authorize the department to secure the full quantity of the requested delivery from the nearest available source, and the difference in price, if any, will be deducted from monies due the defaulting contractor.

A sufficient stockpile quantity of the various gradations of broken stone, sand and gravel specified in this RFP must be maintained at the contractor's pit site to meet the Department's expected demand. If demand should exceed seventy-five (75) tons on any single day, the



contractor is expected to replenish the stockpile or provide material to meet the required demand within twenty-four (24) hours.

The Department reserves the right to pick up material on state business days during normal working hours (8:00 a.m. to 4:30 p.m.) or during such other extended hours within the normal hours during which access to the contractor's facilities is available.

### **3.2 AGGREGATES**

#### **3.2.1 GENERAL**

Aggregates from a single source shall be used in any one item unless otherwise authorized.

Gradations of aggregates in the various tables of this and other sections are the percentages passing by weight.

#### **3.2.2 STOCKPILES**

The area for each stockpile shall be of adequate size, reasonably uniform in cross section, well-drained and cleared of foreign materials.

Stockpiles shall be of sufficient size to provide for a minimum of one day's operations. The aggregate stockpiles shall be placed on a firm, hard surface such as a compacted aggregate or stabilized base, bituminous or concrete, and shall be constructed by placing the aggregates in layers not more than one (1) meter thick.

Aggregates from the haul way areas shall not be used. The piles shall be located so that there is no contamination by foreign material and no intermingling of aggregates from adjacent piles.

Aggregates from different sources and of different gradings shall not be stockpiled near each other unless a bulkhead is placed between the different materials. Aggregates of different gradings and from different sources for use in blends shall be blended by proportion through the weigh hoppers. Aggregates found segregated or contaminated will be rejected for use. A rejected stockpile may be reconstructed for further evaluation. Aggregates shall be removed from stockpiles in a manner such as to prevent segregation.

Aggregates which require washing shall not be used sooner than 24 hours after washing or until the surplus water has drained out and the material has uniform moisture content.

Steel tracked equipment will not be permitted on the stockpiles.

#### **3.2.3 COARSE AGGREGATE**

Coarse aggregate shall be broken stone, washed gravel, blast furnace slag and boiler slag conforming to sections 3.2.4, 3.2.5, 3.2.6 and 3.2.7 and shall be graded as shown in table 901-1 ([Attachment 1](#)).

The gradation shall be determined in accordance with AASHTO designation t-27.

The moisture content of the broken stone top coarse shoulder aggregate shall not exceed 8 percent when delivered to the site(s) designated in the proposal.

## **CORE STONE**

Core stone shall be well graded, 4" to 12" size hard, durable and clean processed broken stone.

### **3.2.4 BROKEN STONE**

The broken stone shall be uniform in texture and quality, shall conform to subsections 3.2.1, 3.2.2 and 3.2.3 and to the following quality requirements:

	<b>MAXIMUM PERCENT</b>
WEATHERED AND DECOMPOSED STONE	5
BROKEN STONE OTHER THAN THAT CLASSIFICATION APPROVED FOR USE	5
FLAT OR ELONGATED PIECES FOR GRADED MATERIAL NO. 57 & LARGER (LENGTH GREATER THAN 4 TIMES MAXIMUM THICKNESS OR WIDTH)	7
<b>ABSORPTION IN COLD WATER</b>	
NO. 8 AND LARGER	1.7
NOS. 89 AND 9	1.8
SODIUM SULFATE SOUNDNESS, LOSS	
LEDGE ROCK	10
GRADED SIZES	10
<b>ADHERENT FINES IN COARSE AGGREGATES</b>	
HMA	1.5
PORTLAND CEMENT CONCRETE	1.0
THE PERCENT OF WEAR (LOS ANGELES TEST) SHALL BE AS FOLLOWS FOR VARIOUS USES:	
HMA SURFACE COARSE	40
HMA INTERMEDIATE COARSE	45
CONCRETE SURFACE COURSE AND BRIDGE DECKS	40
CONCRETE, OTHER	50
DENSE-GRADED AGGREGATE BASE COURSE	50

The geologic classifications are as follows:

1. **Argillite** shall mean a thoroughly indurated and cohesive rock composed predominantly of silt size or smaller particles of clay, quartz and feldspar or the fine grained thermal recrystallization products of this assemblage (hornfels). It shall be bedded thickly enough so as not to break into thin pieces at planes of stratification.
2. **Carbonate rock** shall mean a thoroughly indurated and cohesive rock composed predominantly of calcite and dolomite bedded thickly enough so as not to break into thin pieces at planes of stratification. Mineral insoluble in hot hydrochloric acid shall be discrete grains of quartz, clay and mica.

3. **Gneiss** shall mean a metamorphic rock consisting principally of quartz and feldspar. It shall have a dense structure and shall not break into thin pieces at lines of stratification and shall have a uniform distribution of minerals.
4. **Granite** shall mean an equigranular or porphyritic igneous rock consisting principally of quartz and feldspar. It shall be of medium or fine grain texture.
5. **Quartzite** shall mean a metamorphic rock composed principally of quartz. It shall be quarried so that only the non-arkosic, uniformly compacted quartzites are included in the graded products, and shall not be schistose in structure.
6. **Trap rock** shall mean either basalt or diabase. It shall have a uniform distribution of constituent minerals.

### 3.2.5 WASHED GRAVEL

Washed gravel shall be either crushed or uncrushed as specified. The gravel shall conform to subsections 3.2.1, 3.2.2 and 3.2.3 and to the following quality requirements:

	PERCENT
SODIUM SULFATE SOUNDNESS, LOSS	10 MAXIMUM
SOFT PARTICLES AS DETERMINED BY SCRATCH HARDNESS TEST (SEE NOTE)	5 MAXIMUM
ABSORPTION IN COLD WATER NO. 8 SIZE AND LARGER	1.7 MAXIMUM
NOS. 89 AND 9	1.8 MAXIMUM
CLAY LUMPS, ORGANIC MATERIAL, COAL AND OTHER FOREIGN OR DELETERIOUS MATTER (PERCENT BY WEIGHT OR VOLUME WHICHEVER IS GREATER)	0.5 MAXIMUM
CHLORIDE CONTANT	0.06 MAXIMUM
CRUSHED GRAVEL MATERIAL WITH AT LEAST ONE FRACTURED FACE (NICKED GRAVEL WILL NOT BE CONSIDERED CRUSHED)	60 MINIMUM
ADHERENT FINES IN COARSE AGREGATES	
HMA	1.5 MAXIMUM
PORTLAND CEMENT CONCRETE	1.0 MAXIMUM

The percent of wear determined in accordance with the Los Angeles test shall be as specified for the various uses, except that the percent maximum loss for quartz gravel shall be 50 percent.

Quartz gravel shall mean a material composed of natural pebbles of which the overwhelming majority is coarsely crystalline quartz. The individual crystals within each pebble shall be intergrown into a tenacious, nonporous, interlocking texture, which fractures as a single unit.

**NOTE: WHEN THE SODIUM SULFATE SOUNDNESS AND SCRATCH HARDNESS TESTS TOTAL 10 PERCENT OR MORE, A PETROGRAPHIC ANALYSIS WILL BE MADE TO**

**DETERMINE THE AMOUNT OF UNSOUND AND WEATHERED MATERIAL. UNSOUND AND WEATHERED MATERIALS SHALL NOT BE MORE THAN TEN (10) PERCENT BY WEIGHT.**

**3.2.6 BLAST FURNACE SLAG**

Blast furnace slag shall be the air-cooled residue resulting from the production of pig iron and shall consist of tough, durable, angular fragments uniform in density, absorption, quality, and shall be free from flux stone, dirt or other objectionable material. The slag shall conform to subsections 3.2.1, 3.2.2 and 3.2.3 and to the following quality requirements:

Weight per cubic meter (loose measure), pound	60 minimum
Percentage of wear (Los Angeles test)	50 maximum
Sulfur, percentage by weight	2 maximum

Blast furnace slag used as dense graded aggregate material, the gradation and percentage of wear shall be as specified for that Item.

**3.2.7 BOILER SLAG**

Boiler slag shall be the fused, water-cooled residue from the combustion of pulverized or powdered coal used in electric generating plants or from refuse incinerating plants, the color of which shall be black or nearly black. The gradation of boiler slag shall conform to size no. 10. The boiler slag shall conform to subsections 3.2.1, 3.2.2, and 3.2.3 and the following quality requirements:

Weight per cubic meter (loose measure),----- pounds	85 minimum
Specific gravity (bulk)-----	2.80 minimum
Absorption in cold water, percent-----	1.20 maximum
Percentage of wear (Los Angeles test)-----	50 maximum

**3.2.8 DENSE GRADED AGGREGATE**

Dense graded aggregate shall consist of broken stone conforming to subsection 3.2.4, crushed gravel conforming to subsection 3.2.5 or blast furnace slag conforming to subsection 3.2.6 except that at least 90 percent of all fragments shall contain at least one face resulting from fracture, and shall conform to the following requirements and gradation.

The moisture content of dense graded aggregate immediately prior to loading shall not exceed 8 percent based on dry weight.

<b>SIEVE SIZE</b>	<b>PERCENT</b>
1 1/2 INCH	100
3/4 INCH	55-90
NO. 4	25-60
NO. 50	5-25
NO. 200	3-12

When tested in accordance with AASHTO T 90, the portion passing the N040 sieve shall be non-plastic.

Dense graded aggregate may be produced from recycled concrete aggregate which shall conform to the gradation and plasticity requirements above and to the following:

## COMPOSITION

### PERCENT BY WEIGHT

	MINIMUM	MAXIMUM
PORTLAND CEMENT CONCRETE	90 (NOTE 1)	
BITUMINOUS CONCRETE		10 (NOTE 2)
BRICK, MICA, SCHIST AND OTHER FRIABLE MATERIAL		4 (NOTE 2)
WOOD		0.1 (NOTE 2)

**NOTE 1 - IN ORDER TO MEET THE MINIMUM REQUIREMENT, BROKEN STONE, CRUSHED GRAVEL OR CRUSHED VITREOUS CHINA MAY BE ADDED. BROKEN STONE SHALL CONFORM TO SUBSECTION 901.04. CRUSHED GRAVEL SHALL CONFORM TO SUBSECTION 901.05 EXCEPT THAT IT NEED NOT BE WASHED. CRUSHED VITREOUS CHINA SHALL CONFORM TO THE REQUIREMENTS FOR RESISTANCE TO ABRASION AND SOUNDNESS LISTED IN THIS SECTION.**

**NOTE 2 - THE PERCENT SHALL BE DETERMINED BY SEPARATING THE MATERIAL RETAINED ON THE NO 4 SIEVE AND EXPRESSING THAT AMOUNT AS A PERCENTAGE OF THE TOTAL WEIGHT OF MATERIAL RETAINED ON THE NO 4 SIEVE.**

**Resistance to abrasion:** The loss shall not exceed 50 percent when tested in accordance with AASHTO T96 (Los Angeles machine).

**Soundness:** The loss shall not exceed 15.0 percent when tested in accordance with AASHTO T 104 by the use of sodium sulfate.

Prior to use, test results certifying compliance to the above requirements shall be submitted to and verified by the Department Laboratory.

A quality control plan shall also be submitted for approval and shall include the following:

- a. The assignment of quality control responsibility to specifically named individuals.
- b. Performance of regularly scheduled inspection procedures including inspection of the source concrete for the recycled concrete aggregate.
- c. Provisions for the prompt implementation of control and corrective measures.
- d. Provisions for liaison with the engineer at all times.
- e. Performance of necessary quality control tests.

The quality control procedure shall include performance of the following tests while stockpiles of recycled concrete aggregate are being produced:

**Gradation:** Testing in accordance with AASHTO T 27 and T 11 shall be performed at least once a day.

**Composition:** Continuous visual inspection and removal of objectionable material to ensure compliance.

**Soundness of aggregate:** Testing in accordance with AASHTO T 104 and resistance to degradation in accordance with AASHTO T 96 shall be performed a minimum of once every two (2) weeks.

### 3.2.9 RIPRAP STONES

Riprap stones shall consist of a uniformly graded mixture of rock conforming to subsection 3.2.4, such that 50 percent of the mixture by weight shall be equal to or larger than the designated median stone (d50) size. The well-graded mixture shall be composed primarily of the larger stone sizes, but with a sufficient mixture of other sizes to fill the progressively smaller voids between the stones. The diameter of the largest stone size in such a mixture shall be 1.5 times the d50 stone size.

### **SAMPLING**

Sampling will be performed in accordance with the following:

**Aggregates:**

**Coarse, size no.**

1	150 lbs. for each 1,000 tons
2 & 24	100 lbs. for each 1,000 tons
3 & 357	90 lbs. for each 1,000 tons
4 & 467	70 lbs. for each 1,000 tons
5, 56 & 57	50 lbs. for each 500 tons
6, 67 & 68	30 lbs. for each 500 tons
7 & 78	20 lbs. for each 250 tons
8, 89, 9 & 1	10 lbs. for each 250 tons

Dense graded: in accordance with AASHTO T 2 for each 500 cubic yards.

Rubble stones: subject to test and inspection prior to shipment.

### 3.3 SAMPLING AND TESTING METHODS

Sampling and testing will be performed in accordance with the following:

#### **AASHTO**

T 2	SAMPLING AGGREGATES
T 11	AMOUNT OF MATERIAL FINER THAN 75-MM SIEVE IN AGGREGATE

T-19	UNIT WEIGHT AND VOIDS IN AGGREGATE
T-21	ORGANIC IMPURITIES IN SANDS FOR CONCRETE
T 27	SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES
T-37	SIEVE ANALYSIS OF MINERAL FILLER
T 84	SPECIFIC GRAVITY AND ABSORPTION OF FINE AGGREGATE
T 85	SPECIFIC GRAVITY AND ABSORPTION OF COARSE AGGREGATE
T 96	RESISTANCE TO ABRASION OF SMALL SIZE COARSE AGGREGATE BY USE OF THE LOS ANGELES MACHINE
T 104	SOUNDNESS OF AGGREGATE BY USE OF SODIUM SULFATE OR MAGNESIUM SULFATE
T 112	CLAY LUMPS AND FRIABLE PARTICLES IN AGGREGATE
T 113	LIGHTWEIGHT PIECES IN AGGREGATE

#### **NJDOT**

A-2	DETERMINATION OF REFLECTANCE VALUE OF AGGREGATES
A-3	DETERMINATION OF PERCENTAGE OF MICA IN FINE AGGREGATE
A-4	DETERMINATION OF PERCENTAGE OF CARBONATES IN CRUSHED GRAVEL BY PETROGRAPHIC ANALYSIS
A-5	DETERMINATION OF PERCENTAGE OF ADHERENT FINES PRESENT IN COARSE AGGREGATE
A-7	RAPIDLY DETERMINING THE BREAKDOWN IN SIZES OF DENSE GRADED AGGREGATE AND SOIL AGGREGATES
A-8	SCRATCH HARDNESS TEST FOR COARSE AGGREGATE PARTICLES

### **3.3.1 METHODS OF TESTS**

This section consists of the following NJDOT methods of tests, which have been adopted and are used by the Department.

#### **A-3 determination of percentage of mica in fine aggregate:**

##### **A. SCOPE**

This method of test is used to determine the mica content of fine aggregate.

##### **B. APPARATUS**

The apparatus will consist of the following:

1. Square opening #10 and #200 sieves conforming to ASTM e 11.
2. Balances for fine aggregate having a minimum capacity of 500 grams, sensitive to 0.1 gram or less. The analytical balances used in the mica determination will have a capacity of not more than 200 grams, sensitive to 0.1 milligram.
3. Ionizing brush, 3 inch length, equipped with a polonium ionizer built in the ferrule of the brush which is an alpha emitter and immediately neutralizes any surface in close proximity freeing it of static electricity.
4. Microscope, wide field, low power magnification 20x, working distance 71 mm (2.795 inches), field area 12.6 mm (0.496 inches).
5. Rubber-edged scraping blade with metal stem rubber edge approximately 4 inches in length.

6. Roundometer as described in ASTM d 1155.

### **C. SELECTION OF SAMPLE**

A sample as received in the laboratory will be taken from a representative sample of the field stockpile. Fine aggregate will be graded in conformance with current standard gradation specifications for the fine aggregate under test. A representative air-dried sample will be split to approximately 25 grams. The sample shall be representative of material passed through a no. 10 mesh sieve and retained on a no. 200 mesh sieve. The 25 gram sample will then be kept in a friction top can until ready for test. This sample will be further reduced to two representative 1-gram samples, both of which will be tested for mica content.

### **D. PROCEDURE**

Weigh two 1 gram samples from the 25 gram sample on an analytical balance. Brush surface of vibrating glass panel with ionizing bush (see note). Adjust the height of slope of the glass panel to 1 3/4 inches. Set the vibrator amplitude control at such a position those flat particles on the upper half of the panel will move slowly up the slope, while the fine aggregate rolls down. Pour the sample slowly onto the vibrating glass panel at such a rate that no bunching occurs. While the flat particles are moving toward the upper end of the panel, scrape mica particles into suitable receiver. Repeat this procedure until microscopic examination of each separation shows that 95 percent or more of the mica has been removed. Weigh the mica collected. Both 1-gram samples are to be tested.

**NOTE: IF MICA ADHERES TO THE GLASS PANEL DURING THE TEST, INDICATING STATIC ELECTRICITY, CLEAN THE PANEL AND THE BRUSH WITH IONIZING BRUSH.**

### **E. CALCULATION**

WEIGHT OF MICA IN GRAMS X 100 PERCENT OF MICA =WEIGHT OF SAMPLE

### **F. REPORT**

Report results of the test to the nearest 0.1 percent. The average of the results of the two samples tested will be reported.

A-4 determination of percentage of carbonates in crushed gravel by petrographic analysis:

### **A. SCOPE**

This method of test is used for the visual determination of rock types and deleterious material in coarse aggregates.

### **B. APPARATUS**

The apparatus will be as follows:

1. Binocular microscope.
2. Dilute hydrochloric acid.
3. Scale accurate to + or - 0.1 gram



4. Geology or mason hammer or other cracking implement and a steel striking plate.
5. Penknife, screwdriver or similar scratching device.

### **C. PETROGRAPHER**

The examiner will have a degree in geology or will be a trained technician with a general background in geology and a specific background in petrology.

### **D. SAMPLE PREPARATION**

A sample of approximately 35 pounds will be split and screened to produce a representative sample of 300 grams of plus 4 material for aggregate sizes no. 3 through no. 5, 1000 grams of plus 4 material for aggregate sizes no. 56 through no. 68, and 500 grams of plus 8 material for aggregate sizes no. 7 through no. 9. The samples will then be washed to remove any coating which would make particle examination difficult.

### **E. PROCEDURE**

The prepared sample will be divided into rock types as defined in ASTM C 294. This will be done by visual examination with the aid of the binocular microscope, dilute HCl, and cracking and scratching implements. The resulting groups will be weighed to the nearest gram and calculated as a percent of the whole.

Deleterious material samples will be examined for weathered and leached, porous, friable, fractured, altered or otherwise unsound particles. Pieces affected by such conditions to the degree that their performance may be impaired will be sorted out, weighed, and calculated as a percent of the whole.

Since this is a subjective determination, the following guidelines will be used in determining if particles are weathered and unsound:

1. Can be broken into several pieces by a light hammer tap.
2. Show more than superficial oxidation or alteration of feldspars.
3. Are visibly porous.
4. Show numerous microfractures or cleavage planes.
5. Are of abnormal coloration.

Particles which are as outlined above should be considered worthy of close examination.

### **F. REPORT**

Report will contain the percentage by weight of individual rock types, as defined in ASTM C 294, and percentage by weight of deleterious material, which will be reported as weathered and unsound.

A-5 Determination of percentage of adherent fines present in coarse aggregate:

**A. SCOPE**

This method of test is used to determine the percentage of adherent fines present in coarse aggregates.

**B. APPARATUS**

The apparatus will be in accordance with AASHTO T 11.

**C. SAMPLE**

The sample for the test will conform to AASHTO T 11.

**D. PROCEDURE**

The test sample will be dried to constant mass at a temperature of  $230 \pm 9^\circ\text{F}$  ( $110 \pm 5^\circ\text{C}$ ) and weighed to the nearest 0.1 percent. The sample will be sieved, for a period not to exceed 1 minute, over a 1.18 millimeter sieve. The material passing the 1.18 millimeter sieve will be considered nonadherent fines. The remaining material will then be tested in accordance with AASHTO T 11 and that material determined to be finer than the no. 200 sieve will be considered adherent fines.

**E. REPORT**

The report will include the amount of nonadherent fines computed as a percentage of the total mass of the sample and the amount of adherent fines computed as a percentage of the total mass of the sample.

A-8 Scratch hardness test for coarse aggregate particles:

**A. SCOPE**

This method of test is used to determine the quantity of soft particles in coarse aggregates on the basis of scratch hardness. It is intended to be used to identify materials that are soft including those which are so poorly bonded that the separate particles in the piece are easily detached from the mass. The test is not intended to identify other types of deleterious materials, which may be designated separately in the specifications.

The scratch hardness test should be made on a freshly broken surface of the aggregate particle. If the particle contains more than one type of rock and is partly hard and partly soft, it should be classified as soft only if the soft portion is one third or more of the volume of the particle.

Scratch hardness test may be made on the exposed surface of a particle provided consideration is given to softening of the surface due to weathering. A particle with a thin, soft and weathered surface and a hard core should normally be classified as soft.

**B. APPARATUS**

Apparatus will be a brass rod, 1/16 inch (1.6 mm) in diameter, with a rounded point, mounted in a device so that a load of  $2 \pm 0.1$  pounds (8.9 plus or minus 0.4 Newtons) is applied to the

specimen tested. The brass rod will be of suitable hardness so that when filed to a sharp point, it will scratch a copper penny (U.S. Lincoln design), but fail to scratch a nickel (U.S. Jefferson design). For use in the field, the brass rod of the specified size and hardness may be mounted into the wooden shaft of an ordinary lead pencil. A suitable design for the scratch hardness apparatus is on file in the department laboratory.

### **C. PREPARATION OF SAMPLE**

Coarse aggregate for the test will consist of material from which the sizes finer than the 9.5 millimeter sieve have been removed. The sample tested will be of such size that it will yield not less than the amounts of the different sizes prescribed in table 1 which will be available in amounts of ten (10) percent or more.

**TABLE 1**

#### **MINIMUM SIZE OF SAMPLE TO BE TESTED (SQUARE OPENING SIEVES)**

<b>SIEVE SIZE (MILIMETERS)</b>	<b>SIEVE SIZE (INCHES)</b>	<b>SAMPLE MASS (GRAMS)</b>
9.5 TO 12.5	3/8 TO 1/2	200
12.5 TO 19.0	1/2 TO 3/4	600
19.0 TO 25.0	3/4 TO 1	1500
25.0 TO 37.5	1 TO 1 1/2	4500
37.5 TO 50.0	1 1/2 TO 2	12000

Should the sample contain less than 10 percent of any of the sizes prescribed in table 1 above, that size will not be tested but, for the purpose of calculating the test results, it will be considered as containing the same percentage of soft particles as the average of the next larger and the next smaller size or, if one of these sizes is absent, it will be considered to have the same loss as the next larger or next smaller size, whichever is present.

The above requirements cover aggregates composed of a mixture of different types of rock. When the aggregate is composed of only one type of rock, the weight of the sample tested may be reduced to an amount considered appropriate by the engineer.

### **D. PROCEDURE**

Subject each particle of aggregate under test to a scratching motion of the brass rod, using a pressure of 8.9 Newtons. Particles are considered to be soft if, during the scratching process, a groove is made in them without deposition of metal from the brass rod, or if separate particles are detached from the rock mass.

### **E. CALCULATION AND REPORT**

The report will include the following:

1. Mass and number of particles of each size of each sample tested with the brass rod.

2. Mass and number of particles of each size of each sample classified as soft in the test.
3. Percentage of test sample classified as soft by mass and by number of particles.
4. Weighted average percentage of soft particles calculated from percentages in subpart E 3 above and based on the grading of the sample of aggregate received for examination or, preferably, the average grading of the material from that portion of the supply of which the sample is representative. In these calculations, sizes finer than the 9.5 millimeter sieve will not be included.

## **4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

### **4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38058.shtml>.

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

### **4.3 NUMBER OF BID PROPOSAL COPIES**

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should also submit **one (1) full, complete and exact copy** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### **4.4 BID PROPOSAL CONTENT**

#### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL**

##### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38058.shtml>.

The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

##### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure

Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract. The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38058.shtml>.

#### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/07x38058.shtml>.

#### **4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL**

##### **4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE**

**FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.**

The bidder may go to [www.nj.gov/nibgs](http://www.nj.gov/nibgs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38058.shtml> .

#### **4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.**

##### **4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38058.shtml>.

##### **4.4.3.2 AFFIRMATIVE ACTION**

The bidder is required to complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38058.shtml>.

#### 4.4.4 SUBMITTALS

##### 4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38058.shtml>.

##### 4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

Upon request, in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

##### 4.4.6 PRICING

The bidder must submit its pricing using the format set forth in the State supplied price sheets attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

##### 4.4.7 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS

4.4.7.1 Bidders may elect to bid on any of the price lines listed for pick-up and delivered materials. A bidder making a proposal for any of the pick-up items, price lines 00001-00039 must also make a proposal for the corresponding delivered price lines 00040-01601 in at least one of the county/zone areas listed in [3.1.9](#). A bidder may, however, elect to bid one or more of price lines 00040-01601 for delivered materials only and not bid price lines, pick-up materials.

- 4.4.7.2 For **price lines 00001-00039**, bidders are to provide a price per ton for the materials to be picked up by the Using Agencies at the bidder's pit location. This price is to include the cost of the contractor's personnel digging and loading the material onto agency vehicles.
- 4.4.7.3 Bidders are to complete all information requested on price lines 00001-00039.  
**IMPORTANT NOTE:** For a bid to be considered responsive, the bidder must list the pit location(s) for the type of material specified on each price line for which the bidder is offering a proposal.
- 4.4.7.4 For **price lines 00040-01601**, bidders are to provide a price per ton for materials to be delivered to the Using Agencies. This price is to include F.O.B. delivery to all locations in each county/zone as listed in the table in [3.1.9](#).



## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:  
<http://www.state.nj.us/treasury/purchase/bid/summary/07x38058.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contracts shall be for a period of **two (2) years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:  
<http://www.state.nj.us/treasury/purchase/bid/summary/07x38058.shtml>.

If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2)** one-year periods, by the mutual written consent of the contractor and the Director. **NOTE: Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

### **5.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

### **5.5 CONTRACTOR'S WARRANTY**

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.

b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

## **5.6 ITEMS ORDERED AND DELIVERED**

The Using Agencies are authorized to order and the contractors are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agencies reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

## **5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

## **5.8 MANUFACTURING/PACKAGING REQUIREMENTS**

5.8.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.8.2 All products shall be manufactured under modern sanitary conditions in accordance with Federal and State law and standard industry practice.

## **5.9 CLAIMS**

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

## 5.10 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/07x38058.shtml>, contractors must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices does not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

## **6.0 PROPOSAL EVALUATION**

### **6.1 CONTRACT EVALUATION**

The following criteria will be used to evaluate the bid proposal submitted in response to this RFP. The criteria are not listed in order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

Prior to contract award and with the exception of scheduling a review of submitted bids, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal with the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 BID DISCREPANCIES**

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

#### 6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder and reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders. In response to the State's request to negotiate, the bidder must continue to satisfy all mandatory RFP requirements but may improve upon its original technical proposal in any revised technical proposal. Any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure:

The State will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

In response to the State's request for a BAFO, the bidder may submit a revised price proposal that is equal to or lower in price than its original submission, but must continue to satisfy all mandatory requirements.

After receipt of the results of the negotiation and/or the BAFO(s), the State will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the State's evaluation and the Award Recommendation, will remain confidential until an Intent to Award notice is issued.

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

#### **7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

##### **7.1.1.1 DEFINITIONS**

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person’s spouse or child, residing in the same household.

##### **7.1.1.2 BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or

(viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

#### **7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS**

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

#### **7.1.1.4 STATE TREASURER REVIEW**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

#### **7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## **7.2 FINAL CONTRACT AWARD**

7.2.1 The State reserves the right to award multiple contracts for the pick-up portion (price lines 00001-00039) of this RFP to ensure that all agencies are able to obtain statewide service within a reasonable distance from the location where the material is required. To be awarded any of these price lines, a bidder must also be awarded a corresponding price line for delivered materials.

7.2.2 One contract award shall be made per line item for the delivered materials (price lines 00040-01601).

Contract awards shall be made with reasonable promptness by written notice to those responsible bidders, whose bid proposals, conforming to this RFP, are most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

## **7.3 INSURANCE CERTIFICATES**

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.



## **8.0 CONTRACT ADMINISTRATION**

### **8.1 CONTRACT MANAGER**

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

#### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

#### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.